

**CIMB Bank Berhad's Terms and Conditions governing the "Sign up for CIMB Enrich Credit Card and spend to get up to 60,000 Welcome Enrich Miles" Campaign
Terms and Conditions**

Campaign Period

1. The CIMB Bank Berhad's Terms and Conditions governing the "Sign up for CIMB Enrich Credit Card and spend to get up to 60,000 Welcome Enrich Miles" Campaign ("**the Campaign**") is organised by CIMB Bank Berhad (13491-P) ("CIMB") and will be held from 1 November 2018 until 30 April 2019 (both dates inclusive) ("Campaign Period"). CIMB reserves the right upon giving notice of not less than fourteen (14) calendar days to change the duration and/or the commencement and/or expiry dates of the Campaign Period.

Eligibility

2. Subject to the terms and conditions herein, the Campaign is open to any individual who applied for a principal CIMB Enrich World Elite, CIMB Enrich World or CIMB Enrich Platinum credit cards ("**Card**") during the Campaign Period except for the persons mentioned in Clause 3 (hereinafter referred to as "**Eligible Participants**").
3. The following individuals are NOT eligible to participate in this Campaign:-
 - (a) if such individual is an existing CIMB Bank cardholders and is applying for his/her existing card to be upgraded to a CIMB Enrich Credit Card;
 - (b) CIMB cardholders who had cancelled his/her card within six (6) months before the application date for CIMB Enrich Credit Card under the Campaign;
 - (c) if such individual is a permanent, contract and/or temporary staff or employees of CIMB (including its subsidiaries and related companies)

Mechanics

4. The Eligible Participants who fulfill the campaign criteria below ("Eligible Cardholder") shall be entitled to receive the Welcome Enrich Miles ("**Welcome Enrich Miles**") :
 - (a) submit the application for the Card within the Campaign Period;
 - (b) the application for the Card is successfully approved by CIMB no later than 7 May 2019 ; and
 - (c) spend a cumulative of at least RM3,000 on retail spending (as defined in Clause 6) using the Card (including retail spending charged to supplementary Card (s))within sixty (60) days from the Card approval date. Kindly refer below table:

Minimum Spend requirement (within 60 days)	Welcome Enrich Miles
RM3,000	10,000
RM9,000	30,000
RM18,000	60,000

5. For avoidance of doubt, conditional approval of the Card application granted by CIMB shall not be deemed the Card has been successfully approved. The Eligible Participants will be able to check the card approval date from the card mailer when the Eligible Participants receive the Card.

Eligible Transactions

6. Retail spending transaction shall mean total retail purchases locally and overseas including online purchases for goods and services incurred for personal consumption and shall not include betting or gaming transactions. For the avoidance of doubt, the following transactions are also herein expressly excluded and shall not be treated as retail spending transactions:
 - i) Quasi Cash transactions – (example: betting and/or gaming transactions);
 - ii) Monthly instalments under any instalment payment facility provided by CIMB;
 - iii) Standing instructions/ auto-payment service;
 - iv) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fee, service tax, dispute charges, fraud charges or any other fees, charges or penalties whether imposed by CIMB or otherwise;
 - v) Transactions for payments made towards insurance premiums and/or takaful contributions of any kind whatsoever; and
 - vi) Cash advance/withdrawal/deposit transactions.
 - vii) Retail Spending Transactions which are subsequently cancelled or refunded, disputed, unauthorised or fraudulent.
7. Any determination by CIMB as to what constitutes a retail spending transaction shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error. Foreign currency retail spending transactions shall be converted to Ringgit Malaysia (RM) for the purpose of calculation of retail spending and shall be based on CIMB's prevailing exchange rate.
8. Retail spending transaction is calculated as the total consolidated (principal and supplementary/ies) Card spending. If the Eligible Participant has multiple supplementary Cards, the retail spending transactions made on all Cards by the principal and supplementary cardholders shall be consolidated and not be viewed individually.

Example:
Cardholder A has 1 principal Card and 2 supplementary Cards. All transactions on any of those Cards will be consolidated to tabulate the minimum spend of RM3,000 for the Campaign.
9. The tracking of the retail spending transactions is based on the transaction dates and/or time (Malaysian Time) as captured by CIMB transaction records within 60 days from the approval date.
10. CIMB shall not be responsible for any failure and/or delay in the transmission of evidence of sales transactions by Mastercard, merchant establishments or any other party.
11. Only the principal Eligible Participant is entitled to receive the Welcome Enrich Miles.
12. The Welcome Enrich Miles will be credited into the Eligible Participant's Enrich Membership Account within six (6) weeks after sixty (60) days from the Card approval date and will be reflected in the Eligible Participant's Enrich Membership Account statement.

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13. By participating in the Campaign, the Eligible Participant who applies for the Card during the Campaign Period hereby gives his/her express consent for CIMB to share their information with third parties solely for the purposes of fulfilling the reward of Welcome Enrich Miles under the Campaign. The Enrich Membership Account must be the same as his/her details maintained with CIMB Bank's records.
14. The Campaign will not supersede other welcome bonus campaign and each Eligible Participant shall be entitled to receive other welcome bonus campaign during the campaign period.

General Terms and Conditions

15. To the fullest extent permitted by law, CIMB Bank expressly excludes and disclaims any representations, warranties or endorsement, implied or express, written or oral, of all Welcome Enrich Miles and will not assume any responsibility for the Welcome Enrich Miles offered under this Campaign. CIMB Bank will not entertain any complain whatsoever in connection with the Welcome Enrich Miles.
16. The Welcome Enrich Miles are offered and/or provided solely by the Malaysia Airlines Berhad, under such terms and conditions as determined by Malaysia Airlines Berhad and CIMB Bank accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Welcome Enrich Miles, even if CIMB Bank have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
17. By acceptance or receipt of Welcome Enrich Miles, the Eligible Participants agrees to hold harmless CIMB Bank and its affiliates and their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by CIMB Bank and its affiliates and their respective directors, officers, employees and agents in connection with such Eligible Participants participation in the Campaign or receipt, redemption or use of the Welcome Enrich Miles. All risks, loss or damage associated with the use of the Welcome Enrich Miles shall be assumed by the Eligible Participants.
18. CIMB Bank will not entertain any complaint(s) whatsoever in connection with the Welcome Enrich Miles. The Welcome Enrich Miles have not been certified by CIMB Bank and under no circumstances shall the inclusion of any Welcome Enrich Miles in this Campaign be construed as an endorsement or recommendation of the Welcome Enrich Miles by CIMB Bank. CIMB Bank's liability with regards to the Welcome Enrich Miles is only to pay for the price of the same to the vendors/providers.
19. CIMB Bank accepts no responsibility for any tax implications that may arise from the Welcome Enrich Miles or the use thereof. Any tax filling obligation or any tax payment due to any authority as a result of receipt of the Welcome Enrich Miles remains the sole responsibility of the Eligible Participants. It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.

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20. CIMB Bank accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected application of the Eligible Product(s) or related correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise unless the same arise from and are caused directly by CIMB Bank's gross negligence or willful default.
21. By participating in this Campaign, the Eligible Participants are deemed to have read, understood and agreed to be bound by these Terms and Conditions herein as well as consented to CIMB Bank processing and disclosing their personal data in accordance with the CIMB Group Privacy Notice which can be found at www.cimbbank.com.my and agree that all decisions fairly and reasonably made by CIMB Bank in relation to every aspect of this Campaign, including the Welcome Enrich Miles to be given away, shall be final, binding and conclusive.
22. The Eligible Participants (i) MUST not be in breach of the Cardholders Terms and Conditions, CIMB Enrich Mastercard Co-Brand Card Plan Terms & Conditions and other terms and conditions governing the Card AND (ii) MUST not be terminated or closed or be made subject to any attachment, adverse orders made by the Court or any authorities sanctioned by laws, delinquent, and/ or be invalid or cancelled as determined by CIMB Bank during the Campaign Period and/or before the crediting of the Welcome Enrich Miles, otherwise the Eligible Participants will be disqualified from participating in this Campaign and/or the Welcome Enrich Miles will be forfeited.
23. CIMB Bank reserves the right at its sole discretion to disqualify any Eligible Participants that it determines to be tampering with the entry process, or to be acting in breach or potential breach of these Terms and Conditions.
24. CIMB Bank reserves the right to substitute the Welcome Enrich Miles with other item(s) of similar cost and/or to extend, shorten, discontinue, cancel, terminate or suspend this Campaign by giving fourteen (14) calendar days' prior notice to the Eligible Participants. For the avoidance of doubt, any extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign by CIMB Bank shall not entitle any of the Eligible Participants or any other persons whatsoever to any claim or compensation against CIMB Bank for any losses or damages suffered or incurred by the Eligible Participants as a direct or indirect result of the act of extension, shortening, discontinuance, cancellation, termination or suspension of this Campaign.
25. By participating in this Campaign, the Eligible Participants hereby agree that CIMB Bank shall not in any manner whatsoever be liable or held responsible to the Eligible Participants if CIMB Bank is unable to perform in whole or in part of any of its obligations herein, attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, war, strike, riot, any act of God beyond CIMB Bank's control or due to any factor in a nature of a force majeure which is beyond CIMB Bank's reasonable control.
26. CIMB Bank shall not be liable to any Eligible Participants or any party for any loss or damage of whatsoever nature suffered (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party) howsoever arising, in relation to the participation or non-participation in this Campaign including arising from any non-receipt or delayed receipt by the Eligible Participants of the Short Message Service ("SMS") unless the same shall arise from and are caused directly by CIMB Bank's gross negligence or willful default.

27. CIMB Bank reserves the right upon giving prior notice of twenty one (21) calendar days to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) (“**Amendment**”) any of the Terms and Conditions herein. Notification to Eligible Participants in respect of the Amendment shall be effected at CIMB Bank’s absolute discretion through any one of the following means of communication, namely, via electronic communication display at CIMB Bank’s website and CIMB Bank’s branches or CIMB Bank’s Currency Exchange counters where detail provisions regarding the Amendment may be provided in the notice itself or may be provided to the Eligible Participants upon request; or by effecting an advertisement regarding the Amendment in one newspaper of CIMB Bank’s choice or by any other means of notification which CIMB Bank may select and the Amendment shall be deemed as binding on the Eligible Participants as from the date of notification of the Amendment or from such other date as may be specified by CIMB Bank in the notification. Eligible Participants acknowledge and agree to access CIMB Bank’s website at regular intervals to view the terms and conditions of the Campaign and to ensure that they are kept up-to-date with any changes or variations to these terms and conditions.
28. No compensation in cash or any kind shall be given to the Eligible Participants for any losses or damages suffered or incurred by the Eligible Participants as a direct or an indirect result of such amendment, variation, deletion, addition or alteration of the Terms and Conditions herein.
29. These Terms and Conditions (as amended from time to time pursuant to Clause 26) shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign. These Terms and Conditions are to be read in conjunction with the prevailing terms and conditions of the CIMB Cardholder Agreement, CIMB Enrich Mastercard Co-Brand Card Plan Terms & Conditions and terms and conditions governing the Card which shall apply in addition to the Terms and Conditions herein.
30. These Terms and Conditions shall be subject to the application of any prevailing laws, guidelines, directives, notices, regulations enacted and/or any other written laws or which are issued by Bank Negara Malaysia or any other body having supervisory authority over the Bank in relation to or which are applicable to the Campaign or any matters herein.
31. If there is any inconsistency (ies), conflict(s), ambiguity (ies) or discrepancy (ies) between the Bahasa Malaysia and English version of these Terms and Conditions herein, the English version of these Terms and Conditions shall prevail. Notwithstanding the aforementioned, where request had been made by the Eligible Participants and noted and acknowledged by CIMB Bank in its records that the Bahasa Malaysia version of the CIMB Cardholder Agreement has been selected by the Eligible Participants to govern the operation of the Eligible Participants use of CIMB Enrich Credit Cards then the Bahasa Malaysia version of these Terms and Conditions shall prevail.
32. For feedbacks and/or complaints related to this Campaign, the Eligible Participants may contact CIMB Bank’s Customer Resolution Unit bearing the following address, telephone and facsimile numbers (or bearing such other address, telephone and facsimile numbers which CIMB Bank may change by notification to the Eligible Participants): CIMB Bank Berhad, Customer Resolution Unit (CRU) P.O. Box 10338 GPO Kuala Lumpur 50710 Wilayah Persekutuan. Tel: 603 6204 7788 / Email: cru@cimb.com